

**SECRET**

OS-0093  
Copy 2 of 5

John P  
EB  
Filed

General Dynamics Corporation  
CONVAIR DIVISION  
Fort Worth, Texas.

Letter Contract No. [redacted]  
(File No. HL-4646)

25X1A

Gentlemen:

FEB 10 1959

1. Introduction

An order is hereby placed with the Contractor for the furnishing to the Government of the supplies or services set forth in Exhibit "A" attached hereto and hereby made a part hereof.

2. Direction to Proceed

Except as otherwise expressly provided to the contrary herein, the Contractor is directed, upon its acceptance of this order, to proceed immediately to procure the necessary materials, and to commence the manufacture of the supplies or performance of the services called for herein, and to pursue such work with all diligence to the end that the supplies may be delivered or services performed at the earliest practicable date.

3. Contract Clauses Incorporated by Reference

(a) The provisions of Section C of Basic Agreement No. [redacted] and the additional clauses which are made a part of this Letter Contract in Exhibit "A" are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full.

(b) The provisions of Clauses B.1, B.5, B.8, B.12, and B.19 of Section B of Basic Agreement No. [redacted] are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full.

(c) The provisions of ASPR 9.203.1 are hereby incorporated into this Letter Contract by reference with the same force and effect as though herein set forth in full.

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#### 4. Provision for Definitizing Contract

By the Contractor's acceptance hereof, it undertakes, without delay, to enter into negotiations with the Government looking to the execution of a definitive contract which will include the clauses enumerated above and all other applicable clauses then required by Federal law, Executive order, and applicable procurement regulations to be included in contracts for supplies or services of the kind herein described. The definitive contract will also contain a detailed delivery schedule, estimated cost, fixed fee, if any, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such definitive contract will be executed prior to 15 March 1959 and will be a cost-reimbursement-type contract.

#### 5. Authority to Obligate Funds

The maximum amount for which the Government shall be liable if this contract is terminated is  and any expenditure or obligation by the Contractor in excess of that amount, in furtherance of performance hereunder, shall be at the Contractor's own risk.

#### 6. Provisions for Execution

The Contractor's acceptance of this order will be indicated by affixing its signature to the original and two copies thereof and returning the original and one executed copies to the Contracting Officer. The remaining copy shall be retained for your files. Such acceptance will constitute this order a contract on the terms set forth herein.

Very truly yours,  
THE UNITED STATES OF AMERICA

By 

Contracting Officer

ACCEPTED THIS 12th DAY OF  
February, 1959  
GENERAL DYNAMICS CORPORATION  
CONVAIR DIVISION (FORT WORTH)

By Title ~~SECRET~~

CLASSIFIED